No. 5745

IN THE

United States Circuit Court of Appeals

FOR THE

NINTH CIRCUIT

PACIFIC HUNTING AND FISHING COMPANY, a corporation,
Appellant,

vs.

UNITED STATES OF AMERICA,
Appellee.

Brief in Behalf of Appellee

GEO. J. HATFIELD,
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Neal, Stratford & Kerr, S. F.

No. 5745

IN THE

SOUTHERN DIVISION

OF THE

United States District Court

FOR THE

NORTHERN DISTRICT OF CALIFORNIA

PACIFIC HUNTING AND FISHING COMPANY, a corporation,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

BRIEF IN BEHALF OF APPELLEE

STATEMENT OF THE CASE.

This is an appeal from a judgment rendered by the District Court for the Northern District of California in favor of the United States. This is the second time this case has been appealed to this court. The first appeal was from a judgment rendered by Judge Bourquin in favor of the United States; the second appeal is from a judgment rendered by Judge Louderback in favor of the United States.

The appellant filed a suit for $36,400 against the United States under the Sealing Claims Act of 1924, on the theory that its vessel, the "Bessie Rutter" was interfered with in June, 1891, by the United States warship "Thetis" in the course of a voyage undertaken by the "Bessie Rutter" for hunting fur seal in Bering Sea. The interference which the "Thetis" is said to have made is simply having a boarding officer go on board the "Bessie Rutter" and warn her against sealing in Bering Sea. It was the contention of the government in the court below that the evidence did not show that this vessel undertook or was engaged in a voyage to Bering Sea and that therefore the act of the "Thetis" in warning her not to seal in Bering Sea was of no consequence and did not damage the "Bessie Rutter" or her owners. The court found in the government's favor upon these issues.

Appellant's opening brief gives most of the material facts with a few significant exceptions. The government offered three exhibits in its defense, to which appellant makes slight reference. For the convenience of the court, we have quoted these records in full as an appendix to this brief. These exhibits were not in evidence at all at the former trial before Judge Bourquin. The defendant's exhibit No. 1 was a clearance record taken from the records of the Custom House in Astoria, Oregon, in which it appears that on March 17, 1891, the schooner "Bessie Rutter" cleared from Astoria. Her destination is stated as "Sand Point, Alaska". In the same exhibit, the entrances of coastwise records at the same port are given. It appears

that on July 20, 1891, the schooner "Bessie Rutter" entered as coming from "Sand Point, Alaska". Similarly, two manifests were offered in evidence by the defendant. Exhibit No. 2 was her manifest leaving Astoria, Oregon. In the body of the manifest the vessel is stated as "bound from Astoria, Oregon, for Sand Point, Alaska". The clearance signed by the Deputy Collector gives permission to the vessel to proceed "to the port of Sand Point in the territory of Alaska". Exhibit No. 3 is a second manifest issued by a Deputy Collector at Sand Point, Alaska. In this last record, permission is given to the vessel "to proceed to the port of Yokohama in the state of Japan". The foregoing exhibits (Defendant's Exhibits 1, 2 and 3), were not in evidence at all at the former trial and were not before this court when the first appeal was considered.

In rebuttal, appellants offered the testimony of Frederick G. Dodge, who was for many years in the United States Coast Guard Service and stationed in Alaska. Portions of Captain Dodge's testimony are quoted in appellant's brief, pp. 13 to 15. The substance of the testimony quoted in the brief is that Sand Point, Alaska, does not necessarily mean the destination of the vessel, but merely that it would be the first point of call; and that having cleared from Sand Point, Alaska, the vessel was then free to go elsewhere. It was his testimony that if a vessel intended to hunt seal in Bering Sea, she might, with propriety, get a clearance for Sand Point.

This was not the only testimony that Captain Dodge gave on this point, however. Upon cross-examination,

Captain Dodge admitted that a vessel going from San Francisco or any other of the coast ports, intending to fish on the high seas, need not go into any port at all. He testified:

> "Q. A vessel going from San Francisco or any of these coast ports, going to fish on the high seas, did not have to go into any port, did she?
>
> A. No.
>
> Q. She could go out on the high seas and come back without entering any other port? Isn't that true? A. Yes.
>
> Q. It does not matter whether she was enrolled or registered or licensed, does it?
>
> A. No. (Rec. p. 50).

On re-direct examination, Captain Dodge testified further:

> "Q. Isn't it a fact that the majority of the registered vessels that came under your inspection simply cleared for hunting and fishing?
>
> A. Most of them engaged in fishing cleared for hunting and fishing.
>
> Q. But this (showing plaintiff's exhibit, the clearance for Sand Point) would be a perfectly proper paper for a vessel that was intending to hunt seal in the Bering Sea? A. Yes, sir.
>
> (continuing)
>
> From my observations during many years vessels that cared to hunt in Bering Sea simply cleared for hunting and fishing without stating their destination, some cleared for the coasting trade. If a vessel goes out from one port intending to stay out on the high seas for hunting and fishing, she does not have to enter a port at all. The seal fisheries at that time in Bering Sea were out on the high seas, so most of the vessels that would sail for hunting and fishing would not state their destination."

It is our contention that the judgment of the lower court in favor of the defendant is sustained by the record. We beg to submit to your Honors, first, those principles of law which we conceive to be involved in the case; and secondly, a discussion of the facts in evidence. The parties will be referred to in this brief as plaintiff and defendant, following the nomenclature in the lower court.

ARGUMENT.

I.

I. The burden of proof was on the plaintiff to show that a specific voyage to the American side of Bering Sea was undertaken by the vessel in question.

The Sealing Claims Act is not unlimited in its terms; only claims of a particular and special type are recognized. The plaintiff must show loss or damage occurring

> "from the seizure, detention sale or interference with their voyage by the United States of vessels charged with unlawful sealing in the Bering Sea and waters contiguous thereto and outside of the three-mile limit."

Furthermore, there must have been an intent to seal in the waters of Bering Sea which were claimed as American. The various restrictions were leveled at pelagic sealing west of the line of demarcation between Russian and American waters. Our government did not pretend to patrol or interfere with hunting in the Russian side of Bering Sea.

This is a primary requirement of the proof in plaintiff's case—*a sina qua non.* This question was ruled

upon by Judge Bourquin in a group of cases tried about two years ago in which judgments were rendered in favor of the government. Appeals were taken, and in seventeen of the twenty-four cases appealed this court affirmed Judge Bourquin's judgment. In many of the cases on appeal, the question whether the proof showed that a voyage "to Bering Sea" was undertaken was directly involved. This Court in affirming Judge Bourquin's judgments, approved his language and definition in no uncertain terms. Judge Bourqin in his opinion in the case of Beck v. United States, No. 17183 which opinion was incorporated in all of his decisions in the seventeen cases, said

> "It is not enough in any case that plaintiff had sealed in Bering Sea in another voyage and might have voyaged to that—and in the year in issue in this case, but did not. Nor is it enough that he was afloat in the ocean with vague, fleeting, nebulous thoughts of sealing in the Bering Sea not put into action. Not merely possible or contemplated voyages are within the statute, but as aforesaid only specific voyages intended, determined, equipped, begun—acts as well as intents."

In the opinion in the case of Bird v. United States, 24 Fed. (2d) p. 933, this court said

> "Inasmuch as most of the claims rest upon the charge of 'interference' only, it is to be said that 'voyage' as used in the Act, imports an actual voyage, as distinguished from one existing only in desire, or which might possibly or probably have been undertaken but for the well known objection of the officers of the government. There must have been interference with a specific voyage, in progress, with the matured purpose of sealing in the designated waters and interference

> must have been on account of or on a charge of such purpose, which was then claimed to be unlawful. Mere warning or notice of the government's attitude, to a vessel afloat, but having no present intent to make a sealing voyage into such waters, would not constitute the requisite interference, nor would interference with or seizure of a sealing vessel in good faith, upon some ground other than the charge that she was sealing or intending to seal in the forbidden waters, be sufficient to bring the case within the statute."

The foregoing language is general in terms. There are, however, applications of it in the particular cases following the statement of general principles. For example, in the

Ladd Case, No. 5080, 24 Fed. (2d) p. 940

involving the voyage of the schooner "Lily L" in 1890, the evidence showed that the schooner in fact cleared "for a hunting and fishing voyage". The opinion of the lower court was that the proof failed as to whether a voyage to Bering Sea was intended. The judgment was affirmed on appeal. Similarly, in the

Ladd Case, No. 5082, 24 Fed. (2d) p. 941

where the voyage of the "Emma" and "Louisa" for 1891 and 1893 was involved, Judge Bourquin found against a projected voyage to Bering Sea. This was affirmed on appeal.

A striking application of the rule appears in the

Ladd Case, No. 5084, 24 Fed. (2d) p. 942

where the voyage of the "Lily L" for 1893 was involved. In that case, Judge Bourquin held against the projected voyage. The Circuit Court of Appeals in affirming this judgment said:

> "But if we give effect to what are little more than incompetent conclusions, the most that can be said in respect to sealing in Bering Sea is that, when the voyage was projected, and thereafter, the purpose of the owners and of the captain was to seal in the Pacific Ocean and not in Bering Sea unless permission was granted so to do. We think the finding against a broken voyage was clearly right."

On reviewing the summary of the evidence introduced in this last case, it will be seen that the plaintiffs there showed some sort of a purpose eventually to seal in Bering Sea. This the court held was not sufficiently specific, that is, the plaintiff's only intention to go in Bering Sea was conditioned on a change in the government's restrictions. This the court held was not a sufficient showing of intent and affirmed Judge Bourquin's decision against a broken voyage.

The

Cohn case, No. 5085, 24 Fed. (2nd) p. 943

was substantially like the Ladd case immediately preceding.

These cases are illustrative of the burden of proof under which plaintiff labors, and of the point that the trial court is not required to hold that all sealing vessels were necessarily bound for Bering Sea.

If the history of the Sealing Claims Act is examined, particularly the report of the Committee on Judiciary to the lower house, made March 1, 1924, it will be seen that the entire purpose of the act was to cover interference with voyages undertaken "to Bering Sea". The requirement that a voyage to Bering Sea must be

proved, is therefore grounded on a sound principle of statutory construction. The trial court was therefore bound to apply this principle of law to the facts in the present case.

II. The proof in the present case supports the finding of the trial court that no voyage to Bering Sea was undertaken.

(a) The testimony of one witness, A. G. Spexarth, was offered to prove a voyage to Bering Sea.

Bearing in mind that this case, like all the sealing cases, involve large claims for damages, in which the chief witnesses are vitally interested in the outcome, what is the proof offered in the present case upon this projected voyage to Bering Sea?

The witness A. G. Spexarth testified that he was about one-quarter owner (Rec. p. 28); that the vessel was built and fitted out in 1891 (Rec. p. 29). As to the purpose of the voyage his testimony was that the vessel cleared from port of Astoria on a fur sealing expedition bound for Bering Sea (Rec. p. 27), and that the captain was instructed to proceed to Bering Sea (Rec. p. 27). Mr. Spexarth admitted to some confusion in his mind. He speaks on page 29 of the record of the vessel "entering the *fishing* enterprise in 1891". His precise testimony was:

> "Q. When did your vessel first enter commerce?
>
> A. Entered the *fishing* enterprise in 1891. Many of these dates I have in mind because of fires and different things; cannery wrecks and such things

as these; I have them in mind *but confuse the dates.*"

He did not go on the voyage and had never engaged in sealing himself. (Rec. pp. 30, 31). He showed inaccuracy in other respects. He says the vessel was "built" in 1891, (Rec. p. 29), whereas the register and certificate of title show that she was built in 1889 and sold in 1890 to the plaintiff corporation. The plaintiff did not produce in this case any shipping articles showing the voyage for which the crew signed on. No customs record was produced in court by the plaintiff in support of Mr. Spexarth's testimony that she cleared for Bering Sea; no manifests, or log book was introduced by the plaintiff. Plaintiff did not introduce in its behalf even the ordinary and customary record from the customs' books, showing when the vessel cleared, her tonnage, crew, and destination or purpose, and when she returned, as has been so frequently done in these sealing cases.* As far as the plaintiff's case goes, it must rest on the testimony of Mr. Spexarth and Mr. Spexarth alone to show the destination and object of her voyage.

(*b*) *The testimony of witness Spexarth was contradicted by the customs records which are evidence of destination.*

The plaintiff urges that the customs records introduced by the defendant are no evidence at all of the vessel's destination or intended voyage. Of course, if these are to be considered any evidence at all of desti-

*The court will observe the frequent references to such records in the cases reviewed in Bird v. U. S., 24 Fed. (2d) 933.

nation, then the case is simply one of conflict of evidence.

It is difficult for us to follow the basis of the argument that for the purpose of showing destination, or intent the customs records have no evidentiary value at all. Certainly the fact and language of the clearance and entry record and the first manifest give Sand Point as the vessel's destination; and certainly the second manifest shows an intent to proceed to Yokohama. Historically, a customs record of clearance has always been held to show destination. It has been called a ship's "passport".

Hamburg American Steam Packet Co. v. U. S., 250 Fed. 760 (CCA 2nd Cir.)

> "Clearances have a history in the maritime law extending over hundreds of years. A clearance is an important document, even in time of peace. It is particularly so in time of war. It certifies to the fact that a vessel has complied with the law and is authorized to leave port. It contains the name of the master, of the vessel, and of the port to which it is going. It bears an official seal and is a ship's passport, which entitles it to go from one end of the sea to the other, except that it cannot enter a blockaded port. Its regularity is the first thing that is inspected in time of war when the boarding officer of a belligerent vessel boards the ship to determine whether she is on a lawful voyage."

So it was held in

State of Oregon v. Ring, 259 Pacific 782 at 782

that records of clearances and entries were admissible in evidence as showing a vessel's destination.

> "Clearance papers are competent evidence of the destination of a vessel. The entry papers would likewise be evidence of the port from which the vessel came. 4 Jones on Evidence (2nd ed.) Sec. 701."

Plaintiff offers the testimony of Captain Dodge as an expert on customs laws to show that these records have no evidentiary value. The substance of Captain Dodge's testimony is that such a clearance might possibly be obtained by a vessel that intended to hunt seal on the high seas after leaving Sand Point; but that the seal fisheries in Bering Sea were in fact on the high seas and that the usual and customary clearance for a vessel intending to hunt fish on the high seas was a clearance for hunting and fishing, without stating a destination. This testimony, so far from supporting plaintiff's theory that the clearance is no evidence of intent or destination, is just the contrary. For if it is a fact that vessels intending to hunt seals in Bering Sea usually cleared merely for hunting and fishing, then the statement of a given port as an intended destination naturally gives rise to the inference that the stated port *is* her destination, and she is not to be taken as intending the customary roving voyage.

(*c*) *An intent to hunt seal elsewhere than in Bering Sea is consistent with the facts in evidence.*

Plaintiff argues that the only intent consistent with the other evidence in the case as to the "Bessie Rutter's" voyage is an intent to seal in Bering Sea. Substantially the same argument was made in various other sealing cases where there was a finding against

an intent to seal in Bering Sea. Because a witness testified as to an intent to seal in Bering Sea, it does not follow that the court is bound to accept that statement of intention exclusive of evidence that indicates otherwise. So in the present case, conceding that the plaintiff's one witness upon intent testified as to an intent to send the vessel to Bering Sea, the clearances and manifest show a voyage to Sand Point and a projected voyage thence to Yokohama. Plaintiff argues that the real voyage was into the Sea. But is that the only inference possible? Might not the court have inferred that the "Bessie Rutter" had in mind some other project? Sand Point seems to have been a rendezvous for ships south of the Aleutian Islands, outside of Bering Sea. Might not the court have inferred that the vessel was engaged in a coast voyage northward, (with which activities the government was not interested), following the seals to the Aleutian Passes, Sand Point being the furtherest point in a coast voyage? Examining the clearance from Sand Point to Yokohama, might not the court have inferred that there was some project for hunting seal on the Japanese coast down to Yokohama? There were, of course, known sealing grounds in Asiatic waters. The court will recall the historical fact that the season of 1891 was the sixth consecutive year in which the government restricted pelagic sealing in Bering Sea. For the five preceding years, government vessels had turned the pelagic sealers back at the Passes into Bering Sea. Might not the trial court have had this fact also in mind? Would not the clearance, manifests and entry record lend support to an inference of fact that

a voyage only to the Aleutians was projected? Notwithstanding the testimony of Mr. Spexarth, might not the court find the voyage was like that considered in Ladd v. U. S. (No. 5084) cited at page 7 of this brief?

Appellant's brief suggests some other explanation of these documents and some other reason why the vessel might have cleared from Sand Point to Yokohama. We would respectfully point out that these explanations appear in the brief, not in the record; they are the explanations given by counsel, not by witnesses on the stand; just as the explanation as to the customs' records is given by a witness testifying as an expert, not by a witness having a knowledge of the facts. The inferences which plaintiff says the court *might* have drawn do not exclude the inferences which the court in fact drew. The case is manifestly one in which certain documents and records were before the court, made thirty-five years *ante litem motam,* and which were to be considered in connection with all the other evidence in the case. The ultimate fact to be established was whether the plaintiff's vessel had undertaken and was engaged in a voyage to Bering Sea when she was boarded by officers from the "Thetis". The inferences to be drawn from the clearances, entry records, and manifests, were inferences of fact, and clearly required a process of weighing conflicting evidence. It was a process that was properly for a jury, or for the court, as a trier of facts, when sitting without a jury. See

Bird v. U. S., 24 Fed. (2d) 933 at 935

We submit that the finding of fact so made by the trial court should not be overturned by the court of appeal.

Appellant directs the court's attention to the fact that many other sealing vessels were warned by the "Thetis" and have recovered judgments against the government, (Appellant's Brief, pp. 17, 18), and urges this as a reason for giving appellant a judgment. The records in those cases are not before this court, and plainly those shipowners must have made proof of their cases to the satisfaction of the trial court, and got findings in their favor. It is no reason for reversing Judge Louderback's judgment to say that other shipowners in other sealing cases got judgments for damages—which is the substance of appellant's argument. Neither is it any argument for appellant's counsel to state their belief in the merits of the case. If that were an argument, cases would be won or lost according to the scale of vehemence with which an attorney pleaded his belief in his case.

(*d*) *The court of appeal has not heretofore passed upon the record now before it.*

On pages 1, 2 and 12 of plaintiff's brief, reference is made to the opinion rendered by this court when the first appeal was taken by plaintiff and new trial obtained. Plaintiff italicizes the language of this court wherein it is said that the "Bessie Rutter" cleared for a sealing expedition in the Bering Sea. Plaintiff's brief is somewhat ambiguous as to the record that was before this court in the first appeal. The manifests

and customs clearance and entry records (defendant's Exhibits 1, 2 and 3), were not in evidence at the first trial and were not before this court when the first appeal was considered. In the first appeal, there was, as this court pointed out, no contradictory evidence, and nothing to contradict the witness Spexarth. The statement of facts made by this court in its prior opinion could not have been made with reference to the present record.

III The Court of Appeal should not enter judgment in favor of appellant.

Appellant makes a last appeal to the court to order judgment to be entered directly in its favor, and thus save the labor of a new trial. Appellant calculates the damages at $16,870.50. Appellant has overlooked the testimony of their own witnesses that the crew of the "Bessie Rutter" was on a salary basis, as well as a lay. Plainly, if the crew would have been paid a flat wage, in addition to the lay, for each month of the voyage, as the witness Spexarth testified, (Rec. p. 33), there is no good reason for failing to allow a deduction of this amount from the judgment. An expense was saved which would otherwise have been incurred.

CONCLUSION.

The Sealing Claims cases form a class of cases by themselves, completely out of line with the ordinary case. The long lapse of time as a rule makes the plaintiff's case difficult to prove and the defense still more difficult. The plaintiff is and should be required to produce the best evidence and the best testimony

that is possible for him to produce. An especial value is to be attached to documentary records which were made many years prior to the Act of Congress enabling the claimants to sue.

In the present case, we submit that the finding of the trial court is amply supported by the evidence and should not be disturbed by the court of appeal.

Respectfully submitted,

GEO. J. HATFIELD,
United States Attorney,

ESTHER B. PHILLIPS,
Asst. United States Attorney,
Attorneys for Appellee.

May, 1929.

APPENDIX

DEFENDANT'S EXHIBIT NO. 1.

Coastwise Vessels Cleared. Date, 1891, March 17; Rig, Sch. Name: Bessie Rutter; Destination, Sand Point, Alaska; No. of tons, 30; Master, Olsen. Coastwise Vessels Entered. Date, 1891, July 20th; Rig., Sch.; Name, Bessie Rutter; Where from, Sand Point, Alaska; No. of tons, 30; Master, Olsen.

"I certify that the above are true and correct copies of the record of clearance and entry of the schooner Bessie Rutter, as taken from Volume 7 of the record of entries and clearance coastwise at the port of Astoria, Oregon on the dates above given.

Customhouse Astoria, Oregon, Aug. 23rd, 1928.
(Seal) (Signed) R. D. LAMB,
Deputy Collector in Charge."

(Endorsed): U. S. District Court, No. 17,341. Defendant's Exhibit No. 1. Filed 9/18/28, Walter B. Maling, Clerk. By A. C. Aurich, Deputy Clerk.

DEFENDANT'S EXHIBIT NO. 2.

Coasting Manifest. Manifest of the cargo laden on board the Sch. Bessie Rutter, whereof H. Olsen is master; burden 30.33 tons, bound from Astoria, Oregon, for Sand Point, Alaska, Mar. 17, 1891. Packages and contents: 4 breech loading shotguns; 4 rifles; 30,000 wads; 21,000 primers; 6 kegs powder; 1 keg blasting powder; 21 sks. shot.

"Customhouse, Astoria, Oregon, Mar. 17, 1891.

This certifies that a bond has been taken in the sum of one thousand dollars to protect the United States regarding the violation of the laws governing trade with Alaska.

(Seal) (Signed) F. L. PARKER,
Dep. Collector."

"COASTWISE CLEARANCE PERMIT.

Customhouse, Port of Astoria, Mar. 17, 1891.

Henry Olsen, Master of the Sch. Bessie Rutter of Astoria, Oregon, having sworn as the law directs, to the within manifest, consisting of sundry articles of entry, and delivered a duplicate thereof, permission is hereby granted to the said vessel to proceed to the port of Sand Point, in the Terry. of Alaska.

Given under our hands at Astoria, Oregon, the day and year above mentioned.

(Seal) (Signed) F. L. PARKER,
Dep. Collector."

(Endorsed): 30. Olsen. Coasting Manifest Sch. Bessie Rutter for Sand Point, Alaska, Mar. 17, 1891. U. S. District Court, No. 17341. Defts. Exhibit No. 2. Filed 9/18/28. Walter B. Maling, Clerk, by A. C. Aurich, Deputy Clerk.

DEFENDANT'S EXHIBIT NO. 3
COASTING MANIFEST.

Gardner & Thornley
Ship and Custom Brokers
322 Washington Street

Manifest of the whole cargo on board the Schooner Bessie Rutter; Henry Olsen is master, burden 30.33 tons, bound from Astoria, Oregon, for Sand Point, Alaska, June 30th, 1891. Packages and contents: 4 breech loading shotguns; 4 rifles; 30,000 wads; 21,000 primers; 6 kegs of powder; 1 keg blasting powder; 21 sks. of shot; stores and ballast; 207 sealskins.

"This certifies that a bond has been taken in the sum of one thousand dollars to protect the United States regarding the violation of the laws governing trade with Alaska.

Henry Olsen, Master (or commander) of the schooner called the Bessie Rutter of Astoria, Oregon, do swear (or affirm) to the truth of this manifest, and that to my best knowledge and belief all the goods, stores and merchandise of foreign growth or manufacture, therein contained, were legally imported, and the duties thereupon have been paid or secured according to law.

(Signed) HENRY OLSEN.

Sworn to before me, this thirtieth day of June, 1891

(Signed) C. H. BULLARD,
Deputy Collector.
Port of Sand Point,
District of Alaska, July 1st, 1891.

Henry Olsen, Master of the schooner Bessie Rutter of Astoria, Oregon, having sworn as the law directs to the within manifest consisting of the sundry articles of entry and delivered a duplicate thereof, permission is hereby granted to the said vessel to proceed to the port of Yokohama in the State of Japan.

Given under by hand at—the date and year above mentioned.

(Signed) C. H. BULLARD,
Deputy Collector.

District and Port of

OATH OF MASTER TO MANIFEST ON ENTERING COASTWISE.

Henry Olsen, Master of the vessel called the Sch. Bessie Rutter, of Astoria, do swear that the manifest which I now exhibit contains a true account of the articles composing the whole cargo of the said Sch. which now are or at any time have been on board the said Sch. from the time of her departure from the port of Sand Point, A. T., from whence she first sailed, except.....and that no part thereof has been landed therefrom excepting.....

(Signed) HENRY OLSEN,
Port of Astoria, Oregon.

Sworn and subscribed before me this 20 day of July, 1891.

(Signed) F. L. PARKER,
Dep. Collector."

(Endorsed): "30. Olsen. Coasting Manifest. Schooner 'Bessie Rutter'. Owner, Olsen, Master. From

Sand Point, A. T., Jul. 20, 1891. U. S. District Court, No. 17,341. Defts. Exhibit No. 3. Walter B. Maling, Clerk. By A. C. Aurich, Deputy Clerk. Gardner & Thornley, Ship and Customhouse Brokers, 322 Washington St., San Francisco, Cal."